

ERSKINE & TULLEY
A PROFESSIONAL CORPORATION
MICHAEL J. CARROLL - STATE BAR #50246
220 Montgomery Street, Suite 303
San Francisco, California 94104
Telephone: (415) 392-5431

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE BAY AREA)	NO. C 06 3400 CW
ROOFERS HEALTH & WELFARE TRUST)	
FUND, PACIFIC COAST ROOFERS)	
PENSION PLAN, EAST BAY/NORTH BAY)	
ROOFERS VACATION TRUST FUND, BAY)	
AREA COUNTIES ROOFING INDUSTRY)	
PROMOTION FUND, BAY AREA COUNTIES)	<u>JUDGMENT PURSUANT TO</u>
ROOFING INDUSTRY APPRENTICESHIP)	<u>STIPULATION</u>
TRAINING FUND; DOUG ZIEGLER)	
TRUSTEE; BRUCE LAU, TRUSTEE;)	
)	
)	
Plaintiffs,)	
)	
vs.)	
)	
ROYCE B PETERSON ROOFING INC.,etc.,)	
)	
Defendant.)	
)	
)	

IT appearing that Plaintiffs BOARD OF TRUSTEES OF THE BAY
AREA ROOFERS HEALTH & WELFARE TRUST FUND, PACIFIC COAST ROOFERS
PENSION PLAN, EAST BAY/NORTH BAY ROOFERS VACATION TRUST FUND, BAY AREA
COUNTIES ROOFING INDUSTRY PROMOTION FUND, BAY AREA COUNTIES ROOFING
INDUSTRY APPRENTICESHIP TRAINING FUND; DOUG ZIEGLER, TRUSTEE; BRUCE
LAU, TRUSTEE, through their attorneys, and defendant, ROYCE B.
PETERSON ROOFING INC., a California corporation doing business as

1 PETERSON & JENKINS ROOFING COMPANY, have stipulated that Plaintiffs
2 have and recover judgment from Defendants and it appearing that the
3 Stipulation is in all respects proper and that the Stipulation
4 provides for judgment against defendant in the amount of \$33,518.31,

5 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs BOARD OF
6 TRUSTEES OF THE BAY AREA ROOFERS HEALTH & WELFARE TRUST FUND, PACIFIC
7 COAST ROOFERS PENSION PLAN, EAST BAY/NORTH BAY ROOFERS VACATION TRUST
8 FUND, BAY AREA COUNTIES ROOFING INDUSTRY PROMOTION FUND, BAY AREA
9 COUNTIES ROOFING INDUSTRY APPRENTICESHIP TRAINING FUND; have and
10 recover judgment against PETERSON & JENKINS ROOFING COMPANY, a
11 California corporation doing business as PETERSON & JENKINS ROOFING
12 COMPANY, in the amount of \$33,518.31, which amount is composed of the
13 following:

14 a. Contribution balances due and unpaid to Plaintiff Trust
15 Funds for the months of December 2005 through June 2006 in the amount
16 of \$27,556.93;

17 b. Liquidated damages due and unpaid to the Plaintiff
18 Trust Funds for the months of December 2005 through June 2006 in the
19 amount of \$5,611.38;

20 c. Costs of suit incurred in this action in the amount of
21 \$350.00.

22 IT IS FURTHER ORDERED AND ADJUDGED and agreed by the parties
23 hereto that an abstract of judgment will be recorded but execution
24 will not issue on the judgment so long as defendant fully complies
25 with the following conditions:

26 1. Defendant shall make payments of all amounts to become due
27 to plaintiffs for hours worked by defendant's employees, commencing
28 with the payment for July 2006 hours due on or before August 10, 2006

1 and continuing until the full amount of the judgment is paid. Each
2 of said payments will be made by check payable to the Roofers Local
3 Union No. 81 Area Trust Funds and should be sent to the address on the
4 monthly reporting form.

5 2. Defendant shall pay the amount of the contributions
6 under paragraph (a) (\$27,556.93) in monthly installments of \$1,530.94
7 commencing on August 25, 2006 and continuing on the twenty-fifth
8 (25th) day of each month thereafter until the contributions are paid.
9 Each of said payments will be made by check payable to the ROOFERS
10 LOCAL UNION NO. 40 AREA TRUST FUNDS and should be sent to ERSKINE &
11 TULLEY, Attention: Michael J. Carroll, 220 Montgomery Street, Suite
12 303, San Francisco, California 94104.

13 3. If the above amount of \$27,556.93 is paid in full
14 pursuant to the above schedule and if defendant has paid regular
15 contributions on time for the next twelve months, the Board of
16 Trustees of Plaintiff Trust Funds will waive the liquidated damages
17 and costs owed as stated in paragraphs (b) and (c) above.

18 4. Plaintiffs and Defendant each understand and agree that
19 any modification of payments must be made in writing and agreed to by
20 both the Plaintiffs and the Defendant.

21 5. Should any current payment due under the collective
22 bargaining agreement become delinquent, the entire amount of this
23 judgment and the current delinquent contributions and liquidated
24 damages, reduced by any offset for payments made, shall become due and
25 payable immediately and execution may commence on the judgment without
26 further notice.

27 IT IS FURTHER ORDERED AND ADJUDGED by the parties hereto
28 that upon failure of the Defendant to make any of their monthly

1 contribution payments pursuant to the collective bargaining agreement
2 as set forth in paragraph 1 above, and the monthly installment
3 payments in a timely manner as required pursuant to the terms of
4 paragraphs 2 and 3 of this stipulation, execution on the entire
5 judgment in the amount of \$27,556.93 reduced by any offsets for
6 payments made, shall issue only after ten (10) days written notice to
7 the Defendant that Plaintiffs or Plaintiffs' attorney declares a
8 default and intends to file a Declaration stating that a default has
9 occurred on the part of the defendant. Defendant waives notice of any
10 hearing held by the court upon the earlier execution of this judgment
11 or Plaintiffs' declaration.

12 Defendant, PETERSON & JENKINS ROOFING INC., a California
13 corporation doing business as PETERSON & JENKINS ROOFING COMPANY, is
14 not represented by counsel and has been advised to seek the advice of
15 counsel before signing this stipulation for judgment.

16 Dated: 9/27/06
17 _____

18 
By: _____
Honorable Claudia Wilken